

Electronic Delivery of Bank Information Consent and Agreement

Effective Date: October 29, 2013

Updated Date: February 1, 2019

Electronic Banking Department

Telephone: 219-279-2185

Address: 105 N Range St

PO Box 336

Wolcott, IN 47995

Email Address: electronicbanking@bankofwolcott.com (Not Secure Communications)

PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE ENROLLING IN THE SERVICE.

1. **Welcome:** Welcome to the bank's Online Electronic Bank Information Delivery Service. Our goal is to provide you with an easy and convenient way to receive your periodic bank statements, assorted notices, disclosures and other documents ("Bank Information") through internet (web site) access.
2. **Updating your Contact Information:** You must have an active email address to use this service. You must promptly notify us of any change in your email address or other contact information. You may change your email address on record by going to the Manage Profile tab within the service and updating the email address section. You may also notify us by calling 219-279-2185 or by writing to us at Bank of Wolcott, Online Banking Customer Service, P.O. Box 336, Wolcott, IN 47995-0336. If you fail to update or change an incorrect or invalid email address, you understand and agree that Bank Information shall nevertheless be deemed to have been provided to you in electronic form via email to the email address we have for you in our records.
3. **Your Consent:** For the Bank to begin forwarding your Bank Information to you electronically, we need your consent. Please review the information below prior to your agreement. By agreeing to have your Bank Information sent electronically, you also agree to notify the Bank immediately of any change in your email address or any errors or complications relating to your electronic receipt or access of your Bank Information.
 - **Your rights/options to receive a disclosure in paper form:** If you elect to receive your Bank Information through electronic delivery, the Bank will no longer send you your Bank Information through the mail.
 - **Whether your consent applies only to a particular transaction or to categories of transactions:** Your consent, which will be electronically given to the Bank by selecting the "Accept" option below this Consent and Agreement, is to authorize the Bank to forward to you your Bank Information and any other disclosures that the Bank might send to you, such as Truth in Savings or Electronic Funds Transfer disclosures or other required disclosures relating to your accounts through electronic means.
 - **Withdraw of Consent of Bank Information:** You may withdrawal your consent to receive Bank Information at any time by calling us at 219-279-2185, the Messages Tab (New Request) within the service, or by writing to us at Bank of Wolcott, Online Banking Customer Service, P.O. Box 336, Wolcott, IN 47995-0336. You will not be charged a separate fee if you choose to withdraw your consent; however, please refer to your Account Truth in Savings disclosure, as a paper statement may be subject to a fee based on your account type. Any withdrawal of your consent will be effective only after we have had a reasonable period to act upon your withdrawal. Any withdrawal of your consent to receive Bank Information will not affect the legal validity, enforceability, and binding effect of any Bank Information you received, electronic or otherwise, before the effective date of the withdrawal of your consent.
 - **Your Option to Receive Paper Copies:** You may request paper copies of your Bank Information by calling us at 219-279-2185. You may have to pay a fee for the paper copy unless charging a fee is prohibited by law.
 - **Hardware and software requirements for access and retention of the electronic information:** The hardware and software requirements that enable you to receive and retain your Bank Information electronically are discussed below in Our Requirements.

4. **Our Requirements:**

- First, the same terms apply with respect to electronically delivered Bank Information as for those delivered in paper form, and the deposit agreements and disclosures that you have previously entered into or received from the Bank remain in effect.
 - Second, for you to be able to receive and view your bank information effectively, you must use an Internet browser that supports 128-bit encryption. Both the Microsoft Internet Explorer browser and the Netscape Navigator browser versions 4.0 or higher will enable you to receive and use our service. If you do not have at least a 4.0 version of one of the referenced browsers, you can go to the web site of either Microsoft or Netscape and download the appropriate version of the browser you need. Also, to view your Bank Information, you will need Adobe Acrobat Reader 3.0 or greater. This product is available for free at <http://www.adobe.com>.
 - We will store your Bank Information electronically for 12 months from the date of delivery. You may print or download your Bank Information to retain copies of them.
5. **Privacy:** Our privacy policy (that has been previously provided to you) will apply to this service and the policy is incorporated into and made a part of this Consent and Agreement.
6. **Service Availability:** The Bank may change, suspend, or eliminate all or any aspect of this delivery service upon notice to you at any time.
7. **Security:** To protect the security of your banking information, you must not disclose or share your User ID and password with any third party. In addition, your Bank Information will **not** be forwarded to you through email. You will be notified by email that they are available for you to access via online through the bank's web site. Should you be unable to access your bank information through the internet, please call one of our banking locations and the Bank will take other measures to provide copies of your bank information to you.
8. **NO WARRANTY FOR CONTINUOUS OR UNINTERRUPTED SERVICE:** BECAUSE OF THE UNPREDICTABILITY OF THE INTERNET, WE DO NOT GUARANTEE CONTINUOUS OR UNINTERRUPTED ACCESS TO YOUR BANK INFORMATION THROUGH THE INTERNET. HOWEVER, SHOULD YOU BE UNABLE TO ACCESS YOUR BANK INFORMATION, YOU CAN CALL THE BANK, AND THE BANK WILL TAKE OTHER MEASURES TO PROVIDE COPIES OF YOUR BANK INFORMATION TO YOU.
9. **LIMIT OF LIABILITY:** YOU AGREE THAT IN NO EVENT WILL WE OR OUR SUPPLIERS (OR ANY OF OUR OR OUR SUPPLIER'S SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, OR EMPLOYEES) BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OUR SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGE WILL OCCUR. FURTHER YOU AGREE THAT NEITHER WE NOR OUR SUPPLIERS (OR ANY OF OUR OR OUR SUPPLIER'S SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, OR EMPLOYEES) WILL BE LIABLE FOR ANY TECHNICAL, HARDWARE OR SOFTWARE FAILURE OF ANY KIND, ANY INTERRUPTION IN THE AVAILABILITY OF OUR SERVICE, ANY DELAY IN OPERATION OR TRANSMISSION, ANY INCOMPLETE OR GARBLED TRANSMISSION, COMPUTER VIRUS, LOSS OF DATA OR OTHER SIMILAR LOSS.
- TO THE EXTENT WE MAY HAVE BREACHED ANY TERM OF THIS CONSENT AND AGREEMENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO DISCONTINUE USE OF THIS SERVICE. YOU FURTHER AGREE THAT OUR LIABILITY TO YOU IN ANY CASE (WHETHER IN CONTRACT OR TORT) WILL NOT EXCEED AMOUNTS PAID TO US WITHIN THE LAST 90 DAYS (IF ANY) FOR THIS SERVICE.
10. **Notices:** If you want to send us a notice in relation to this Consent and Agreement, you must send it by regular mail to the address noted above. We may notify you by sending notice to your email address or by mailing your notice by U.S. mail return receipt requested to our most current mailing address that we have for you. You agree that any notices sent by email will be deemed delivered and received 48 hours after being sent.

You agree that any notices sent by U.S. mail as provided in this paragraph will be deemed delivered and received three days after the date of mailing.

11. **Arbitration:** You agree that any claim or controversy relating to this Consent and Agreement will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of American Arbitration Association. You agree that any claim or controversy you may have will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other part. You agree that the arbitration will be conducted in the city in which the Bank's main office is located and that judgment on the arbitration award may be enforced by any court having proper jurisdiction.
12. **Governing Law:** You agree that this Consent and Agreement is governed by the laws of the State in which the main office of the Bank is located, excluding any application of conflicts of law rules or principles. You agree that the sole jurisdiction and venue for any litigation arising from your use of our service shall be an appropriate federal or state court located in the city in which the Bank's main office is located.
 - **I have read and agree to this Electronic Delivery of Bank Information Consent and Agreement from Bank of Wolcott. This Agreement is binding for all accounts registered for this service and can be withdrawn by sending a written request as noted above.**